

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** EL PASO POLICE DEPARTMENT

**AGENDA DATE:** 03/15/05

**CONTACT PERSON/PHONE:** Assistant Chief Paul Cross

**DISTRICT(S) AFFECTED:** N/A

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Mayor be authorized to sign an Agreement between the City of El Paso and Sexual Trauma and Assault Response Services to provide outreach emergency counseling and follow-up public health services for the reported victims of sexual assault in the amount not to exceed \$60,000.00 annually from September 1, 2004 through August 31, 2007, as funding is budgeted and available.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

To assist victims of sexual assault by providing them services through the Sexual Trauma and Assault Response Services (STARS).

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Contract was previously approved by City Council and signed by the Mayor for the year September 1, 2003 through August 31, 2004.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

\$60,000.00 was budgeted for under the police department budget under the Criminal Investigations Division in FY 2005. The Department projects that it will budget funding for this service through FY 2007. The contract, however, is effective through FY 2007 subsequent to the service being budgeted in FYs 2006 and 2007.


General Fund #01101 Account#21010061-502215

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required)  **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**   
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement between the City of El Paso and Sexual Trauma and Assault Response Services to provide outreach emergency counseling and follow-up public health services for the reported victims of sexual assault in the annual amount of Sixty Thousand and No/100 Dollars (\$60,000.00). The term of this Agreement, regardless of the date of execution, shall be September 1, 2004 through August 31, 2007.

ADOPTED this 15<sup>th</sup> day of March 2005.

CITY OF EL PASO

---

Joe Wardy  
Mayor

ATTEST:

---

Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



---

Ernesto Rodriguez  
Assistant City Attorney

## AGREEMENT

**WITNESSETH:**

**WHEREAS**, the Contractor is the sole provider of the level of services as described in Section 3 A. through G. and is the sole recipient of state and federal funding to provide these services in the El Paso community;

**WHEREAS**, the City's Police Department is the Contract Administrator for this Agreement;

1. EMPLOYMENT OF CONTRACTOR. The City agrees to engage the Contractor and the Contractor hereby agrees to perform services as required.

3. SCOPE OF SERVICES. Contractor shall provide in a good professional manner, services designed to preserve and protect the public health and safety of persons in the City of El Paso, to include outreach emergency counseling and follow-up health services for the reported victims of sexual assault. Contractor shall coordinate its activities with those of the Crimes Against Persons or Crimes Against Property units of the El Paso Police Department. These public health and safety services

shall be provided to residents of the City of El Paso or the victims of crimes occurring within the City of El Paso and shall include the following:

- A. 24 hour response to the hospital emergency room to assist reported victims with the mental and physical trauma and other mental health issues relating to a sexual assault.
- B. Emergency and follow-up counseling services to victims of sexual assault.
- C. Assistance and accompaniment for medical follow-up examinations to include testing for sexually transmitted diseases.
- D. Counseling to and accompaniment with the victim throughout the legal process and prosecution of the sexual offender.
- E. Continual counseling services for sexual assault victims.
- F. Providing public education and training regarding the crime of sexual assault to include prevention, protective and safety measures for the community.
- G. Providing sensitivity training to law enforcement, dispatchers, emergency medical services and hospital staff as part of Contractor's services to protect the mental health of victims of sexual assault.

On or before September 30 of 2005, 2006 and 2007 Contractor will provide an annual report to the Director of Administrative Services for the Police Department that provides information regarding the number of individuals who received the above-defined services during the term of this Agreement.

4. COMPENSATION. Compensation to the Contractor shall be in the annual amount of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, subject to the availability of funds. Initial payment in the amount of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** to Contractor will be made to the Sexual Trauma and Assault Response Services, Inc. within thirty days after the execution of this Agreement and subsequent equal payments of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** on or before August 31, 2006 and August 31, 2007.

5. AVAILABILITY OF FUNDS. The awarding of this Contract is dependent upon the availability of funding. In the event that funds do not become available, the Contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and City shall incur no penalty or charge.

6. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. The City shall have free access at all proper times to such records and have the right to audit such records.

7. NOTICES. All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: Mayor  
City of El Paso  
#2 Civic Center Plaza  
El Paso, Texas 79901-1196

WITH A COPY TO: Director of Administrative Services  
El Paso Police Department  
911 N. Raynor  
El Paso, TX 79903

CONTRACTOR: Executive Director  
Sexual Trauma and Assault Response Services  
710 N. Campbell  
El Paso, Texas 79902

8. INDEMNIFICATION. **The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Agreement. The Contractor expressly agrees to indemnify and hold harmless the City from any and all liabilities and obligations incurred due**

**to its negligence, any actions outside its scope of authority, any of its negligent acts or any omission to act, any breach of contract, or actions of the Contractor outside the scope of this Agreement.**

9. COVENANTS. Contractor covenants that during the term of this Agreement:

- A. Conflict of Interest: It will have no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract which will conflict in any manner or degree with the performance of the services to be performed under this Agreement. Contractor further understands that the Charter of the City of El Paso prohibits any officer or employee of the City from having financial interest, direct or indirect, in any contract with the City. Any violation of this paragraph, with knowledge express or implied, by the Contractor shall render this Agreement voidable by the Mayor of the City of El Paso or by the El Paso City Council.
- B. Discrimination: No person in the United States shall, on the grounds of race, creed, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available to the Contractor pursuant to the terms of this Contract;
- C. Accessibility Standards: Contractor will comply with the Americans for Disabilities Act and will file the Assurance required under City Ordinance No. 9779 prohibiting discrimination against disabled persons.
- D. No Assignment Without Consent: Contractor shall not assign or attempt to so convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to Contractor if Contractor shall attempt to assign without consent;
- E. Political Activities: Neither the City funds nor any personnel which may be employed by the Contractor with these funds shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- F. Religious Activities: The Contractor will provide the stated services in a manner that is exclusively non-religious in nature and scope, there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the stated services; there will be no religious discrimination in terms of employment or benefits under the stated services.

10. LIABILITY INSURANCE. The Contractor agrees to purchase public liability insurance and property damage insurance naming the City as an additional insured

in an amount no less than \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Upon execution hereof, the Contractor shall file with the Director of Administrative Services for the El Paso Police Department, a copy of the Certificate of Insurance showing that such insurance coverage is in effect during the terms of this Agreement. All such policies of insurance shall be written by insurance underwriters authorized to do business in Texas and shall contain a provision that the policy not be canceled without notice to the City of El Paso.

11. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating the relationship of employer and employee between the parties. Further, the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor and all personnel engaged in work shall be fully qualified to perform such services. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Agreement unless otherwise herein authorized. Contractor expressly agrees that none of the services required by this Agreement shall be subcontracted without the prior written consent of the City which shall include an agreement to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent act or omission on the part of the Contractor and its assignee and their employees, subcontractors, agents or representatives

12. TERMINATION. Either party may terminate this Agreement by sending written notice to the other if the other is in default in a matter of serious importance to the aggrieved party. In the event that this Agreement is terminated, or determined to be voidable under Section 8 of this Agreement, the Contractor shall return all unspent funds to the City within fifteen days and shall provide an accounting of the expenditure of all funds under this Agreement to the City within thirty days.

13. MODIFICATION OF AGREEMENT. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; and the parties further agree that the provisions of this section will not be waived as herein set forth.

14. AGREEMENTS OUTSIDE OF CONTRACT. This Agreement contains the complete agreement concerning the contract for services of Contractor and the City, and shall, as of the effective date hereof, supersede all other agreements between the parties.

15. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in sections headed "Scope of Services" and "Independent Contractor Relationship" and "Compensation" shall be held to be invalid by any competent court, this contract shall be interpreted as though such invalid clauses were not contained therein.

16. CHOICE OF LAW. It is the intention of the parties hereto that this agreement be construed in accordance with the laws of the State of Texas.

17. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the City and County of El Paso, State of Texas. Venue shall be in El Paso County, Texas.

**IN WITNESS WHEREOF,** the Parties have executed this agreement in El Paso, Texas this 15<sup>th</sup> day of March 2005.

**SEXUAL TRAUMA AND ASSAULT RESPONSE SERVICES**

By: \_\_\_\_\_  
Ari Medina  
Executive Director

By: \_\_\_\_\_  
Terry Chavira  
President of the Board of Directors

**CITY OF EL PASO**

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ernesto Rodriguez  
Assistant City Attorney

\_\_\_\_\_  
Richard D. Wiles  
Chief of Police